

FAP 870 (Ill. Route 53)  
State Section:533 X-N  
DuPage County  
Job No. C-91- 062-10  
Agreement No.: JN-111-511

## AGREEMENT

This Agreement entered into this 11th day of January, 2011 A.D, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the Village of Lombard of the State of Illinois, hereinafter called the VILLAGE.

### WITNESSETH:

WHEREAS, the VILLAGE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving Illinois Route 53 at Madison Street, (FAP 870, Illinois Route 53, STATE Section 533 X-N, Job Number: C-91-062-10); and,

WHEREAS, the STATE and the VILLAGE are desirous of completing Preliminary Engineering (Phase 1) to recommend a course of action for insuring vehicular and pedestrian safety along Illinois Route 53 at Madison Street; and,

WHEREAS, the VILLAGE has agreed to become the Lead Agency in this project, and

WHEREAS, the STATE is agreeable to participating in its share of costs associated with the engineering; and

**WHEREAS, the STATE and the VILLAGE are desirous of said engineering study in that same will be of immediate benefit to the VILLAGE residents;**

**NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:**

- 1. The VILLAGE agrees, subject to concurrence by the STATE, to secure a qualified consultant, and enter into a professional service contract with said consultant, to provide or cause to be provided, the preliminary engineering to complete a Combined Design Study as outlined in the STATE's "Bureau of Design and Environment Manual."**
- 2. The VILLAGE also agrees to pay, or provide for the payment of the entire cost of preliminary engineering subject to reimbursement by the STATE as hereinafter stipulated.**
- 3. It is mutually agreed by and between the parties hereto that the estimated cost of preliminary engineering is \$150,000.**
- 4. The STATE agrees to reimburse the VILLAGE for 50% of the cost associated with the preliminary engineering, up to a maximum of \$75,000.**
- 5. Upon proof of retention of a qualified consultant, and receipt of an invoice, the STATE will pay to the VILLAGE, an amount equal to 100% of its obligation.**

6. The VILLAGE agrees to provide to the STATE, 10 copies of the complete final version of the Combined Design Report.
  
7. The VILLAGE shall maintain, for a minimum of three years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other STATE Auditors, and the VILLAGE agrees to cooperate fully with any audit conducted by the Auditor General and other STATE Auditors, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
  
8. The VILLAGE agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the STATE.
  
9. The VILLAGE agrees that in the event any work is performed by other than VILLAGE forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body

or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply. Obligations of the STATE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the Phase I Engineering contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF LOMBARD

By:   
(Signature)

By: William J. Mueller  
(Print or Type)

Title: Village President

Attest:

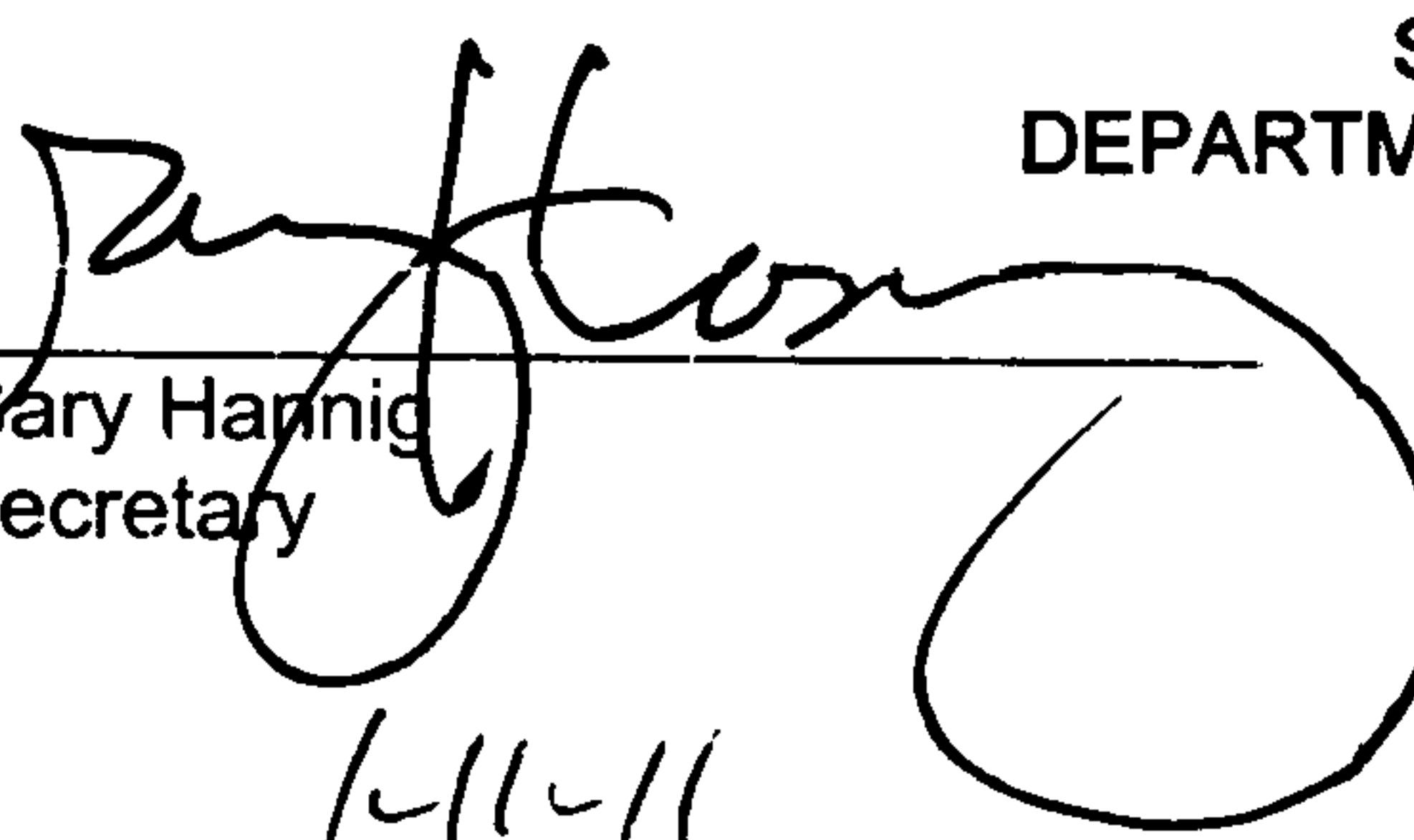
  
Clerk

BRIGITTE O'BRIEN  
(Print)

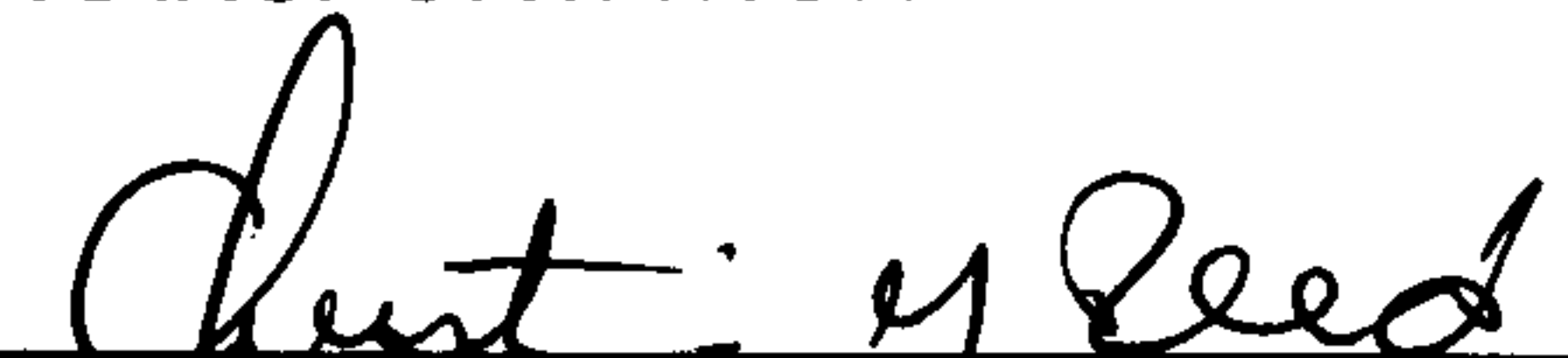
Date: December 16, 2010

Date: December 16, 2010

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By:   
Gary Hannig  
Secretary

Date: 12/16/10

By:   
Christine M. Reed, P.E.  
Director - Division of Highways  
Chief Engineer

Date: 12/16/10

**TIN CERTIFICATION**

The VILLAGE certifies that:

1. The number shown on this form is the VILLAGE's correct taxpayer identification number ( or the VILLAGE\_ is waiting for a number to be issued to them), and
2. The VILLAGE is not subject to backup withholding because: (a)the VILLAGE is exempt from backup withholding, or (b) the VILLAGE has not been notified by the Internal Revenue Service (IRS) that the VILLAGE is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the VILLAGE no longer subject to back-up withholding , and
3. The VILLAGE's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: ~~E 9997-4401-06~~  
36-600 5975

**Legal Status**

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Government   |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident Alien   |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy ( Non Corp.)   |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery                                   |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company ( select applicable tax classification) |
| <input type="checkbox"/> Other _____  | <input type="checkbox"/> D= Disregarded entity   |
|   | <input type="checkbox"/> C= Corporation  |
|   | <input type="checkbox"/> P= Partnership  |



## Illinois Department of Revenue

Office of Local Government Services  
Sales Tax Exemption Section, 3-520  
101 W. Jefferson Street  
Springfield, IL 62702  
217 782-8881

January 2, 2010

VILLAGE OF LOMBARD  
ATTN: ANN FAIRBAIRD  
255 E WILSON  
LOMBARD IL 60148

Effective January 1, 2010, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9997-4401-06  
to  
VILLAGE OF LOMBARD  
of  
LOMBARD, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services  
Illinois Department of Revenue